

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

OFFICE OF STATE PURCHASING



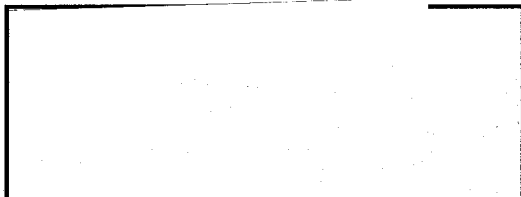
BIDS WILL BE PUBLICLY OPENED:

APR 13, 2004 10:00 AM

PURCHASING AGENCY NO. : 107001

====> VENDOR NO. :
SOLICITATION : 2187595
FILE NO. : L19026Q
OPENING DATE : 04/13/04

====>



**FILL IN VENDOR NUMBER (FEIN), NAME AND
ADDRESS ABOVE, BEFORE SUBMITTING BID.**

SEE NO. 8 BELOW. RETURN BID TO

2187595 04/13/04 10:00 AM
L19026Q

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER : LELIA ACHEE
BUYER PHONE : (225) 342-8048
DATE ISSUED : 03/16/04
REQ. AGENCY : 346PUR FOLD HERE-->
NORTHWEST LA DEVELOPMENTAL CENTER
AGENCY REQ. NO. : 503
ISIS REQ. NO. : 1260597
VENDOR PHONE :
FISCAL YEAR : 05
CLASS/SUBCLASS : 91059
SCHEDULED BEGIN DATE : 00/00/00
SCHEDULED END DATE : 00/00/00
T-NUMBER :

PEST CONTROL SERVICE/NORTHWEST LA
DEVELOPMENTAL CENTER - FY05

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 030DAYS ARO _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
 NA
 NA
 NA

13. BID FORMS.
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 B. BID FILLED OUT IN PENCIL; AND
 C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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- 1 ALL CHEMICALS AND TREATMENTS USED MUST BE IN COMPLIANCE WITH LOUISIANA STRUCTURAL PEST CONTROL LAW - RULES AND REGULATIONS FOR TERMITE CONTROL WORK IN LOUISIANA, AS ADOPTED BY THE PEST CONTROL OPERATORS ASSOCIATION, AND APPROVED BY THE STRUCTURAL PEST CONTROL COMMISSION.

THE CONTRACTOR MUST BE LICENSED WITH THE DEPARTMENT OF AGRICULTURE AND SHOULD SUBMIT A COPY OF HIS BUSINESS PERMIT WITH THE BID.

CONTRACTOR WILL BE REQUIRED TO HAVE ON HAND, OR IMMEDIATELY AVAILABLE TO HIM, AN ADEQUATE SUPPLY OF PEST CONTROL MATERIAL TO MEET THE AGENCY'S NEEDS.

- 2 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID

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OPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 3 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.
- 4 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 5 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 6 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

- 7 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE

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PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 8 VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.

VENDOR MAY CONTACT CHARLES ALFORD AT (318) 741-5201 FOR ADDITIONAL INFORMATION.

MANDATORY JOBSITE VISIT REQUIRED

WHERE: NORTHWEST LA DEVELOPMENTAL CENTER
5401 SHED ROAD
BOSSIER CITY, LA 71111-0000

WHEN: 4/1/04

TIME: 9:00A.M.

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME

STATE AGENCY'S NAME

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VENDOR'S SIGNATURE		AGENCY'S SIGNATURE	
<p>9 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.</p> <p>10 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.</p>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: NORTHWEST LA DEVELOPMENTAL CENTER MAINTENANCE DEPARTMENT 5401 SHED ROAD BOSSIER CITY , LA 71111				
00001	COMMODITY CODE: 910-59-000000 TO ESTABLISH A PEST CONTROL SERVICE CONTRACT. FOR A PERIOD OF 12 MONTHS, BEGINNING JULY 1, 2004 AND ENDING 6/30/2005. FURNISH ALL MATERIALS, LABOR, TOOLS, AND EQUIPMENT REQUIRED TO COMPLETELY ELIMINATE ALL VARIETY AND TYPES OF COCHROACH, INSECTS AND RODENTS, EXCLUDING WOOD DESTROYING INSECTS, IN BUILDINGS SPECIFIED PER ATTACHED SPECIFICATIONS. BUILDING SPECIFIED ARE: ADMINISTRATION BUILDING MAIN KITCHEN RESIDENT LIVING I OLD TRAINING CENTER PINEHURST HOME NEW TRAINING CENTER GYMNASIUM POWER PLANT MAINTENANCE/WAREHOUSE BUILDING NEW CAFETERIA OAK HAVEN CONCESSION BUILDING COLWELL ACTIVITY BUILDING CHAPEL SELF-HELP TRAINING BUILDING ADMINISTRATOR'S RESIDENCE NINE(9) RESIDENT LIVING HOMES STAFF HOUSING COMPLEX PAINT SHOP EACH BIDDER MUST INFORM HIMSELF BY PERSONAL EXAMINATION OF THE SPECIFICATIONS AND LOCATIONS, AND EXTENT OF THE PROPOSED WORK TO BE PERFORMED AND THE	12	MO		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>CONDITIONS UNDER WHICH THE CONTRACT IS TO BE EXECUTED. THE CENTER WILL MAKE NO ALLOWANCE OR CONCESSION TO A BIDDER FOR ANY ALLEGED MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITY, LOCATION OR OTHER CONDITION.</p> <p>THE CONTRACTOR WILL POSSESS, AT NO COST TO THE CENTER, ALL QUALIFICATIONS AND PERMITS TO ENGAGE IN THE BUSINESS OF EXTERMINATOR AS MAY BE REQUIRED WITHIN THE JURISDICTION WHERE WORK IS SPECIFIED TO BE PERFORMED. ALL WORKMEN TO BE EMPLOYED WILL POSSESSE THE QUALIFICATIONS, TRAINING, LICENSES, AND PERMITS AS MAY BE REQUIRED WITHIN SUCH JURISDICTION. PEST ELIMINATION SUBSTANCES AND THE APPLICATION THEREOF SHALL CONFORM TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.</p> <p>CONTACT PERSON: CHARLES ALFORD 318-741-5201</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p>				

PEST CONTROL SERVICES

SCOPE OF WORK

THIS CONTRACT SHALL PROVIDE PEST CONTROL SERVICES FOR NORTHWEST LOUISIANA DEVELOPMENTAL CENTER IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND SPECIAL CONDITIONS OUTLINED HEREIN.

THIS CONTRACT SHALL BE EFFECTIVE FOR A TWELVE (12) MONTH PERIOD, BEGINNING JULY 1, 2004 AND ENDING JUNE 30, 2005.

THIS SERVICE SHALL INCLUDE, BUT NOT BE LIMITED TO: ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE POSITIVE CONTROL AND EXTERMINATION OF ALL LISTED BELOW:

THE TREATMENT OF ALL RATS, MICE, BATS, FLEAS, ROACHES (ALL TYPES), ANTS, (ALL TYPES), MITES, GNATS, WASPS, HORNETS, FLIES, SILVERFISH, SPIDERS, AND OTHER PEST, AIRBORNE OR OTHERWISE.

FREQUENCY:

TREATMENT FOR THE INTERIOR OF THE BUILDING TO BE ACCOMPLISHED MONTHLY, OR AS NEEDED, ON OR ABOUT THE SAME DAY OF THE MONTH, UNLESS OTHERWISE STATED IN THE BID. TREATMENT SHALL BE ARRANGED SO AS NOT TO INTERRUPT NORMAL ROUTINES OF DEPARTMENTS. TREATMENT FOR EACH SECTION SHALL BE ARRANGED WITH THE AGENCY. ANY CAFETERIA, SNACK SHOP(S) AND BREAK ROOM AREAS ARE TO BE TREATED TWICE MONTHLY. ALL BUILDINGS WILL BE SPRAYED DURING NORMAL WORKING HOURS.

TREATMENT FOR THE EXTERIOR OF THE BUILDING IS TO BE ACCOMPLISHED AS NEEDED.

BEFORE EACH RESPECTIVE TREATMENT, CONTRACTOR SHALL MAKE ARRANGEMENTS WITH AGENCY REPRESENTATIVE. AFTER ENTERING THE BUILDING AREAS, SERVICE PEOPLE MUST GET PERMISSION FROM AGENCY REPRESENTATIVE TO LEAVE.

AFTER EACH MONTH'S SERVICE, CONTRACTOR SHALL GIVE A WRITTEN REPORT TO NORTHWEST LOUISIANA DEVELOPMENTAL CENTER REPORTING UNSANITARY CONDITIONS.

ALL CHEMICALS AND TREATMENTS USED MUST BE IN COMPLIANCE WITH THE LOUISIANA STRUCTURAL PEST CONTROL LAW-RULES AND REGULATIONS FOR PEST CONTROL WORK IN LOUISIANA, AS ADOPTED BY THE PEST CONTROL OPERATORS ASSOCIATION, AND MUST BE ODORLESS OR LOW ODOR. THE AGENCY RESERVES THE RIGHT TO REJECT ANY CHEMICAL.

INSECTICIDES SELECTED FOR USE IN TREATMENT SHALL BE LABELED FOR THAT USE. THE PESTICIDES SHALL BE APPLIED AT THE RATE RECOMMENDED ON THE LABEL. THE

PESTICIDES USED SHALL BE ALTERNATED AT LEAST EVERY OTHER APPLICATION AND HAVE A RESIDUAL EFFECT. ALL PEST CONTROL WORK SHALL BE PERFORMED IN A SAFE

MANNER AND IN ACCORDANCE WITH THE MODERN AND EFFECTIVE SCIENTIFIC PEST CONTROL PROCEDURES.

PRIOR TO START OF CONTRACT, CONTRACTOR SHALL FURNISH THE MSDS ON ALL PESTICIDES USED TO NORTHWEST LOUISIANA DEVELOPMENTAL CENTER.

EVERY ROOM IN EVERY BUILDING SHALL BE THOROUGHLY SPRAYED USING A CRACK AND CREVICE TYPE TREATMENT. SHOULD THERE BE ANY CRITICAL OR PERSISTENT PROBLEM OR UNFORSEEN EMERGENCY SUCH AS INFESTATION OF NUISANCE ANIMALS SUCH AS BATS, BEES ETC, CONTRACTOR MUST RESPOND WITHIN FOUR (4) HOURS OF BEING NOTIFIED. SERVICES SHALL BE INCREASED TO WHATEVER DEGREE FOUND NECESSARY TO BRING THE PEST UNDER CONTROL AT NO EXTRA CHARGE.

A DETAILED PLAN OF TREATMENT IS REQUIRED, PRIOR TO AWARD.

CONTRACTOR MUST BE LICENSED WITH THE DEPARTMENT OF AGRICULTURE, AND MUST SUBMIT A COPY OF PLACE OF BUSINESS PERMIT WITH AN EXPIRATION DATE, WITH BID.

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR HIS SUPPLIES AND EQUIPMENT AND THE AGENCY WILL NOT BE LIABLE FOR DESTRUCTION OR THEFT OF THE PROPERTY OF THE VENDOR THROUGH VANDALLISM OR ANY OTHER CAUSE.

CONTRACTOR WILL BE REQUIRED TO HAVE ON HAND OR IMMEDIATELY AVAILABLE TO HIM, AN ADEQUATE SUPPLY OF PEST CONTROL TREATMENT MATERIAL IN ORDER TO MEET THE AGENCY'S NEEDS.

SERVICE MUST BE SATISFACTORY AND APPROVED BY THE USING AGENCY. THE PERSONNEL ASSIGNED BY THE CONTRACTOR TO PERFORM SERVICES DESCRIBED WITHIN THIS CONTRACT SHALL BE QUALIFIED TO PERFORM THE ASSIGNED DUTIES. CONTRACTOR ASSUMES RESPONSIBILITY FOR ITS PERSONNEL PROVIDING SERVICES DESCRIBED HEREIN.

CONTRACTOR AGREES TO KEEP CONFIDENTIAL ALL INFORMATION AND MATERIALS WHICH WILL COME INTO POSSESSION OR KNOWLEDGE OF CONTRACTOR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE THEREOF, EXCEPTING ONLY INFORMATION AS IS ALREADY KNOWN TO THE PUBLIC, AND NOT TO RELEASE, USE, OR DISCLOSE THE SAME EXCEPT WITH WRITTEN PERMISSION OF THE AGENCY.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

CONTRACTOR GRANTS THE LEGISLATIVE AUDITOR OF THE STATE OF LOUISIANA AND/OR THE DIVISION OF ADMINISTRATION THE OPTION OF AUDITING ALL RECORDS OF CONTRACTOR PERTINENT TO THIS CONTRACT.

THE CONTRACTOR SHALL NOT ASSIGN ANY INTEREST IN THIS CONTRACT AND SHALL NOT TRANSFER THE SAME.